

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

THOMAS CLANCY,

Case No.: 1:19-CV-12092

Plaintiff,

v.

PARTNER'S HEALTHCARE SYSTEM INC.,
GROUP LONG TERM DISABILITY PLAN;

Defendant.

COMPLAINT FOR DISABILITY BENEFITS

Plaintiff, Thomas Clancy, by and through undersigned counsel hereby files his Complaint against the Defendant, the Partner's Healthcare System, Inc., Group Long Term Disability Plan, and says:

I. JURISDICTION AND VENUE

1. Thomas Clancy's claims are filed pursuant to 29 U.S.C. § 1001, *et seq.* (ERISA). Venue and jurisdiction are, therefore, proper pursuant to 29 U.S.C. § 1132.

II. PARTIES

2. Plaintiff, Thomas Clancy ("Mr. Clancy"), is a resident of Braintree in the county of Norfolk, Massachusetts.

3. Defendant, the Partner's Healthcare System, Inc., Group Long Term Disability Plan, (hereafter "The LTD Plan" or "Defendant") is a self-insured plan established for employees of Massachusetts General Hospital and other medical groups that is headquartered in Massachusetts. Defendant retained the services of Unum Life Insurance Company of America

(hereinafter “Unum”) to administer the Plan and act as the Plan’s Fiduciary. The Defendant is the Plan Administrator of the long-term disability plan at issue in this cause.

III. FACTS

4. At all times material to this action, there was in full force and effect a group disability plan (“The LTD Plan”) for long-term disability benefits that constitutes a binding contract between Defendant and Mr. Clancy.

5. At the time of his disability, Mr. Clancy was employed at Massachusetts General Hospital (“MGH”) as a Medical Dosimetrist. By virtue of his employment at MGH, Mr. Clancy was an eligible participant of the LTD Plan at all times material to this action.

6. The purpose of the LTD Plan was to provide Mr. Clancy with a percentage of his monthly earnings in the event that he became disabled.

7. According to the LTD Plan, Disability is defined as:

- If you are eligible for the 24 Month Own Occupation Benefit, “Disability” or “Disabled” means after the Elimination Period and the next 24 months of Disability you are unable to perform the material and substantial duties of your regular occupation and have more than a 20% loss in your monthly earnings due to the same sickness and injury; and
- After the elimination period and the next 24 months of disability, you are unable to perform with reasonable continuity, all of the material and substantial duties of your regular occupation or any other gainful occupation for which you are or become reasonably fitted by education, training, experience, age and physical and mental capacity.
- During the elimination period, you are unable to perform any of the material and substantial duties of your regular occupation

8. Mr. Clancy suffers from multiple medical conditions and disabling symptoms, including, but not limited to: severe pain caused by Lyme radiculoneuritis, autonomic dysfunction, and small fiber neuropathy.

9. Mr. Clancy has been unable to perform the material duties of his own occupation, and any other reasonable occupation, at all times material to this claim; he is disabled under the terms of The LTD Plan.

10. Due to a Disability, as defined by the Plan, Mr. Clancy ceased work on or about November 16, 2016.

11. Based on medical records provided, the Social Security Administration has found Mr. Clancy to be disabled and will provide him with monthly Social Security Disability Income payments.

12. In accordance with the procedures set forth by The LTD Policy, Mr. Clancy timely notified the Defendant that he was disabled.

13. Based on information gathered, Defendant approved and paid benefits from March 1, 2017 through March 8, 2018.

14. By letter dated March 7, 2018, Unum informed Mr. Clancy that it was terminating disability benefits effective March 8, 2018 as it had determined that he was no longer disabled under the terms of the policy.

15. Mr. Clancy, through alternate counsel, timely appealed Unum's decision to terminate his claim for long term disability benefits.

16. By letter dated October 26, 2018, Unum denied Mr. Clancy's appeal.

17. Mr. Clancy, through undersigned counsel, timely submitted a second mandatory appeal of Unum's October 26, 2018 denial directly to the Plan Administrator.

18. By letter dated June 7, 2019, Defendant informed Mr. Clancy that it had decided to uphold its decision to terminate Mr. Clancy's claim for long-term disability benefits.

19. Mr. Clancy has timely exhausted his mandatory appeals with Defendant under ERISA to no avail prior to launching suit.

20. In making the decision to terminate Mr. Clancy's claim for benefits, Defendant deemphasized the opinions and reports of Mr. Clancy's attending physicians favoring disability and instead emphasized medical reports by its medical consultants favoring a conclusion to the contrary.

21. The termination of Mr. Clancy's claim was a breach of the terms of The LTD Plan, and the decision was wrong and arbitrary and capricious.

22. The termination of Mr. Clancy's disability benefits was a breach of fiduciary duties owed to Mr. Clancy under ERISA. Defendant further failed to discharge its duties with respect to discretionary claims processing solely in the interests of Mr. Clancy as a participant of The LTD Plan.

IV. COUNT I: PLAN BENEFITS

Plaintiff incorporates the allegations contained in Paragraphs 1 through 22 as if fully stated herein and says further that:

23. Mr. Clancy is entitled to certain benefits of The LTD Plan consisting of past and future long-term disability benefits, including prejudgment interest, retroactive to the day benefits were terminated and any other benefits owed under the welfare plan issued by his employer pursuant to 29 U.S.C. §1132(a)(1)(B).

24. Mr. Clancy is entitled to the benefits identified herein because:

- a. the benefits are permitted benefits under The LTD Plan;
- b. Mr. Clancy has satisfied all conditions to be eligible to receive the benefits;

- c. Mr. Clancy has not waived or otherwise relinquished his entitlements to the benefits.

25. Defendant has refused to pay the benefits sought by Mr. Clancy, ignoring the medical records and opinions of the attending physicians without any contrary credible medical evidence, which constitutes a wrong and arbitrary and capricious breach of The LTD Plan.

V. COUNT II: ATTORNEY'S FEES

Plaintiff incorporates the allegations contained in Paragraphs 1 through 22 as if fully stated herein and says further that:

26. To the extent that the Defendant violated any provisions of Subchapter I of Title 29, Chapter 18 of the United States Code, Mr. Clancy is entitled to reasonable attorney's fees and costs of this action pursuant to 29 U.S.C. §1132(g)(1).

VI. RELIEF REQUESTED

Plaintiff incorporates the allegations contained in Paragraph 1 through 22 as if fully stated herein and says further that:

27. As a result of the acts and/or omissions of Defendant as alleged herein, Defendant owes Mr. Clancy future and past-due long-term disability benefits and any other benefits due under the plan plus interest and/or Mr. Clancy is entitled to appropriate equitable relief as a result of the acts and/or omissions of Defendant.

28. The Defendant is also liable for Mr. Clancy attorney's fees and the costs of litigation in an amount to be proven at trial.

29. The Defendant is also liable to place Mr. Clancy in the position he would have enjoyed under the policy had Defendant not wrongfully terminated his benefits.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Thomas Clancy, prays for a judgment against Defendant for the relief as pled herein and for such other equitable relief as this Honorable Court deems just and proper.

Respectfully submitted this 8th day of October, 2019,

/s/ Jonathan T. Macedo
Jonathan T. Macedo
BBO# 687355
Macedo.jonathan@gmail.com
Vincent A. Murray, Jr.
BBO# 365120
vmurray@murraylawoffice.com

Murray Law Office
2 Granite Ave., Ste 420
Milton, MA 02186
Telephone: (617) 720-4411
Facsimile: (617) 696-2437
Attorneys for Thomas Clancy